

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Interlocal Agreement Between Seminole County and the City of Kissimmee

**DEPARTMENT:** Environmental Services **DIVISION:** Water & Wastewater

**AUTHORIZED BY:** *Robert G. Adolphe* **CONTACT:** Ruth Lala **EXT.** 2117  
Robert G. Adolphe, P.E., Director      Principal Coordinator

Agenda Date 10-14-03 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐  
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the interlocal agreement between Seminole County and the City of Kissimmee for the disposal of sludge.

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**BACKGROUND:**

Florida Department of Environmental Protection requires either a contract or interlocal agreement for the final disposal of sludge produced at wastewater treatment facilities. This agreement is for the final disposal of liquid sludge produced at Seminole County's Northwest Regional Wastewater Treatment Facility and disposed of at the City of Kissimmee's Bio-sect sludge treatment facility.

Reviewed by:	<u><i>9-23-03</i></u>
Co Atty:	<u><i>[Signature]</i></u>
DFS:	_____
Other:	_____
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No. <u>CESW01</u>	

**INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CITY OF KISSIMMEE  
FOR THE DISPOSAL OF SLUDGE**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is the Seminole County Services Building, 1101 East First Street, CITY, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 North Church Street, 2<sup>nd</sup> Floor, Kissimmee, Florida 34741-5054, hereinafter referred to as "CITY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY owns and operates the Northwest Area Regional Wastewater Treatment Facility, hereinafter referred to as "Northwest Facility," located in northwest Seminole County; and

**WHEREAS**, the COUNTY needs to dispose of the waste residual, hereinafter referred to as "sludge," generated by the Northwest Facility; and

**WHEREAS**, the CITY is the owner and operator of a wastewater treatment facility in Kissimmee, Florida, hereinafter referred to as the "Kissimmee Facility"; and

**WHEREAS**, the State of Florida Department of Environmental Protection (FDEP) requires the parties to enter into a written agreement addressing the quality and quantity of the sludge generated by the Northwest Facility and accepted by the Kissimmee Facility; and

**WHEREAS**, this Interlocal Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

**NOW, THEREFORE,** in consideration of the premises and the promises, covenants, agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as to both parties, the parties do hereby agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Interlocal Agreement upon which the parties have relied.

**SECTION 2. TERM.** This Interlocal Agreement shall continue in effect for five (5) years from the date of execution hereof by the parties and shall be automatically renewed for additional periods of five (5) years each, unless either party hereto shall give written notice otherwise to the other party at least six (6) months prior to the expiration date.

**SECTION 3. TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CITY fails to fulfill any of the terms, understandings or covenants of this Agreement.

**SECTION 4. COUNTY'S DUTIES.**

(a) The sludge generated by COUNTY's Northwest Facility and delivered by the COUNTY or its agent to the CITY at its Kissimmee Facility may be stabilized to Class B or above.

(b) The COUNTY warrants that the sludge delivered to the Kissimmee Facility shall not contain any hazardous, toxic or

radioactive waste or substances as defined by applicable Federal, State, and local laws and restrictions.

(c) The COUNTY shall be responsible for the delivery of the sludge to the CITY at its Kissimmee Facility.

(d) The COUNTY shall be responsible for the sludge during transport from the Northwest Facility to the Kissimmee Facility.

#### **SECTION 5. CITY'S DUTIES.**

(a) The CITY agrees to receive at its Kissimmee Facility sludge from the COUNTY's Northwest Facility up to a maximum amount of 7.2 million gallons of sludge per year, for treatment and disposal.

(b) The CITY warrants that the Kissimmee Facility has sufficient permitted capacity to receive the sludge from the COUNTY and that the Kissimmee Facility shall continue to operate in compliance with the requirements of its permit.

**SECTION 6. REMEDIES.** Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Interlocal Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal agreement relating to said subject.

**SECTION 7. FORCE MAJEURE.** In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other act of God or force majeure then said party shall not be in default hereunder.

**SECTION 8. BINDING EFFECT.** This Interlocal Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

**SECTION 9. ASSIGNMENT.** This Interlocal Agreement shall not be assigned by either party without the prior written approval of the other.

**SECTION 10. PUBLIC RECORDS.** The COUNTY and the CITY shall allow public access to all documents, papers, letters or other materials which have been made or received by the COUNTY and the CITY in conjunction with this Interlocal Agreement.

**SECTION 11. RECORDS AND AUDITS.** The COUNTY and the CITY shall maintain in its places of business any and all books, documents, papers, and other evidence pertaining to work performed under this Interlocal Agreement. Such records shall be available at the parties' places of business at all reasonable times during the term of this Interlocal Agreement and for as long as such records are maintained thereafter. Records shall be maintained in accordance with State law and generally accepted accounting and auditing principles.

**SECTION 12. NOTICES.**

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Attn: County Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For CITY:**

Attn: City Manager  
City of Kissimmee  
101 North Church Street, 2<sup>nd</sup> Floor  
Kissimmee, Florida 34741-5054

(b) Either of the parties may change by written notice as provided herein the addresses or persons for receipt of notices or invoices as described herein. All notices shall be effective upon receipt.

**SECTION 13. COMPLIANCE WITH LAWS AND REGULATIONS.** In performance of this Interlocal Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Interlocal Agreement and shall entitle the non-violating party to terminate this Interlocal Agreement immediately upon delivery of written notice of termination to the violating party.

**SECTION 14. INDEMNITY AND INSURANCE.**

(a) Each party to this Interlocal Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Interlocal Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and the

CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

**SECTION 15. ENTIRE AGREEMENT.** This Interlocal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

**SECTION 16. WAIVER OF JURY TRIAL; ATTORNEY'S FEES.** It is mutually agreed by and between CITY and COUNTY that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Interlocal Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

**SECTION 17. FLORIDA LAW/VENUE.** This Interlocal Agreement shall be interpreted in accordance with the laws of the State of Florida and venue for all actions arising hereunder shall be in Osceola County, Florida.

**IN WITNESS WHEREOF,** the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF KISSIMMEE

\_\_\_\_\_  
LINDA P. JAWORSKI  
City Clerk

By: \_\_\_\_\_  
GEORGE A. GANT, M.D.  
Mayor-Commissioner

For the use and reliance  
of the City of Kissimmee only.  
Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
SED/lpk  
3/10/03 3/28/03 4/21/03 7/2/03  
interlocal w/Kissimmee - sludge disposal